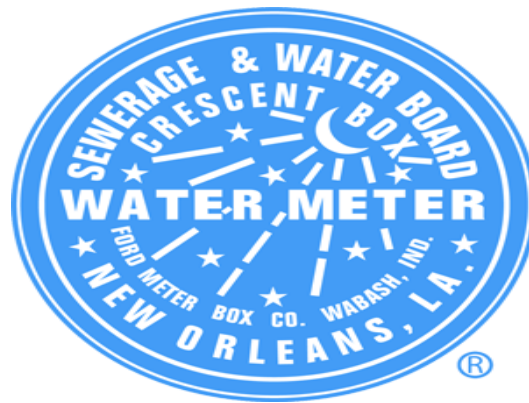


ISSUED TO \_\_\_\_\_

DATE \_\_\_\_\_

**SEWERAGE AND WATER BOARD  
OF NEW ORLEANS**

**INVITATION TO BID**



**#1 ALL PURPOSE RAG WIPERS**

**REQ. NO. YW22-0010**

**PROPOSALS TO BE RECEIVED  
11:00 A.M., LOCAL TIME, MAY 12, 2022**

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# **SEWERAGE AND WATER BOARD OF NEW ORLEANS**

## **SPECIFICATIONS FOR FURNISHING**

### **#1 ALL PURPOSE RAG WIPERS**

Sealed proposals will be received by the Sewerage and Water Board of New Orleans at the office of its Purchasing Agent, Room 133, 625 St. Joseph Street, New Orleans, Louisiana 70165, until **11:00** o'clock A.M, CST and **read** at **11:30** o'clock A.M, CST on **May 12, 2022** for:

### **#1 ALL PURPOSE RAG WIPERS**

in accordance with the following specifications and as listed in the Form of Proposal; any proposal received after that time will be returned "unopened".

### **1) INFORMATION FOR BIDDERS**

All proposals must be made upon the form embodied in these specifications, this form must not be detached from the specifications and when accepted by the Sewerage and Water Board, the same shall constitute the contract.

### **THE ENTIRE SPECIFICATION MUST BE PRINTED AND SENT IN AS YOUR BID.**

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.**

**Bid Opening will take place in person at:**

Sewerage and Water Board  
Executive Board Room #240  
625 St. Joseph Street  
New Orleans, LA. 70165

**You can also attend virtual at:**

Microsoft Teams meeting

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 504-224-8698,,57664767#](#) United States, New Orleans

Phone Conference ID: 576 647 67#

## **INQUIRY PERIOD**

An inquiry period is hereby firmly set for all interested vendors to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing.

Inquiries are to be directed as follows:

TO: Shelita Sells

BY: email: [ssells@swbno.org](mailto:ssells@swbno.org)

The SWBNO shall not and cannot permit an open-ended inquiry period as this creates an unwarranted delay in the procurement cycle and operations of our departments. The SWBNO reasonably expects and requires responsible and interested proposers to conduct their in-depth response review and submit inquiries in a timely manner.

All inquiries shall be received by 11:00 a.m. on May 05, 2022.

- 2) Permission will not be given for the withdrawal of, alteration of, or addition to any proposal after the final time set for the receipt of sealed proposals.
- 3) Proposals will not be received from any person or party in default upon any contract with the Sewerage and Water Board; and any proposal, which does not fully comply with all of the provisions of the "Information for Bidders" and the "Specifications" will be considered informal and may be rejected.
- 4) Price bid in the proposal must be written in full in words and also, in figures; if there is a difference between the words and figures in any price bid, the price written in words will be considered to be the true bid.

**NOTE: ERASURES OR OTHER CHANGES IN THE BID PRICE MUST BE INITIALED BY THE BIDDER.**

- 5) Firm proposals are desired and no proposal containing an escalation clause will be considered.
- 6) As of September 1, 1991 the Sewerage and Water Board is exempt from all Local, State Sales and Usage Taxes. The Board will not reimburse any vendor for any Local, State or Usage Taxes paid.
- 7) If two or more proposals are received, equal in amount and lower than any other proposal, the Board reserves the right to evaluate these proposals and to decide which proposal will be accepted. Preference will be given to home Contractors, all conditions being equal.
- 8) In the event a manufacturer or their representative should submit a Bid that does not conform to the Specifications, he shall state in a signed letter attached to the Proposal, a detailed statement outlining specifically where their product(s) deviates from the Specifications. Printed matter may not be substituted for the above. Absence of such a letter shall be construed that the product (s) bid does meet the specifications.

- 9) The Sewerage and Water Board reserves the right to reject all proposals and may exercise that right if doing so should appear to be in the best interest of the Board. The Board may select the lowest proposal and accept this proposal if this should appear to be in the best interest of the Board.
- 10) In accordance with R.S. 38:2212(H), the Sewerage and Water Board recommended awards based on bid results will be released via email notification to all respondents either no sooner than fourteen (14) days following the bid opening or after the recommendation of award by SWBNO or the design professional, whichever occurs first. Bidders may also telephone the Purchasing Department of the Sewerage and Water Board in order to determine the bid results. Objection by a bidder to any recommended award must be made in writing to the Purchasing Agent or Assistant Purchasing within 72 hours (excluding Saturdays, Sundays, and Holidays) after that recommended bid award notification.

**11) ACT 318 OF 1958**

Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or (2) to products produced, grown or manufactured in the State.

Before any bill for supplies shall be paid to any non-resident firm, a statement in writing shall be submitted by the seller to the effect that their firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions including franchise taxes, privilege taxes, sales taxes and all other taxes for which it is liable to the State and its political subdivisions.

**12) JURISDICTION & CHOICE OF LAWS**

The law of the State of Louisiana shall govern this contract. Exclusive venue for any lawsuits or disputes arising from or related to this solicitation or an agreement negotiated pursuant thereto shall be in the Civil District Court for the parish of Orleans. This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of law provisions.

**13) RIGHT TO AUDIT**

The Contractor will submit to any SWBNO audit, inspection, and review and, at the SWBNO's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the SWBNO.

Administrative and financial records shall be made and kept by the contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, change order requests, correspondences and subcontract files (hard copies as well as computer readable data, if it can be made available). Records must be retained and made available upon request for a minimum of five (5) years following completion or formal acceptance of the contracted project.

The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

#### **14) INDEPENDENT VENDOR STATUS**

The Vendor is an independent Vendor and will not be deemed an employee, servant, agent, partner, or joint venture of the Board and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the Board.

#### **15) NON-DISCRIMINATION**

In the performance of this Agreement, the Vendor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS – or HIV status against (1) any employee of the Board working with the Vendor in any of Vendor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations operated by the Vendor. The Vendor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

#### **16) NON-DISCRIMINATION IN EMPLOYMENT**

In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure the Vendor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, orientation, creed, culture, or ancestry. The Vendor will require all sub-contractors to comply with the requirements of this article.

#### **17) NON-COLLUSION STATEMENT**

The Contractor confirms that this Agreement is entered into with the Board without any connection with any person or persons making a proposal for the same services, and that it is in all respects fair and without collusion or fraud; also that no member of the Board or public official of the City, who are by law are excluded from participation herein, is directly

or indirectly interested herein or in furnishing the services to which it relates or in any portion of the profits thereof.

**18) NON-SOLICITATION STATEMENT**

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

**19) CONVICTED FELON STATEMENT**

The Contractor confirms that no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

**20) INSURANCE**

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Consultant will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

**A. Minimum Requirements:**

- i. Consultant shall maintain at its own expense, and in good standing, such insurance as will protect the SWBNO, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Consultant itself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the SWBNO or the City. Both the SWBNO and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the SWBNO and the City, their officers, officials, employees, boards and commissions, and volunteers.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the Consultant or subconsultant's employees to enter SWBNO's facilities or job sites, a senior employee of the Consultant and/or any subconsultant will review the SWBNO's Safety Orientation Notice (Notice) and will explain this Notice to every employee who will enter SWBNO facilities. This Notice is included as a part of the specifications for this contract.

Consultant and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the SWBNO, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Consultant for SWBNO and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of SWBNO.

In general, insurance is to be placed with insurers with a Best's rating of at least A-, although this requirement may be reviewed and modified by the Risk Manager of SWBNO in the best interest of SWBNO. The Risk Manager may also consider performing such review upon written request from Consultant. Consultant shall furnish SWBNO and the City with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Managers of SWBNO and the City before work commences. In the event of a claim, Consultant shall make applicable insurance policies available for review by SWBNO and the City. Consultant shall retain its rights to restrict disclosure of Consultant's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Consultant during the entire term of the Contract:

a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee policy limit for bodily injury by disease.

b) **COMMERCIAL GENERAL LIABILITY INSURANCE**, with a limit of not less than \$ 1,000,000 each occurrence and \$2,000,000 general aggregate including Explosion, Collapse and Underground Property Damage Hazards.

The Products Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.

c) **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/or death resulting from any occurrence.

- d) **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or service to be provided, with limit of not less than \$1,000,000 each Claim, with a \$2,000,000 annual aggregate, **without** any restrictive “negligent act, negligent error, or negligent omission” clause and sufficient to protect the Consultant, SWBNO, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Consultant’s negligent performance of work described herein.

In addition, Consultant shall be required to furnish to the Risk Manager of the SWBNO all copies of investigative reports with regard to any and all claims filed with the Consultant and their insurance carriers relative to the contract, with the exception of claims filed against their Worker’s Compensation Insurance. Such reports shall include date, location and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored but the SWBNO for the Consultant’s compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the Consultant of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all applicable insurance satisfactory to SWBNO shall be filed with the Risk Manager of SWBNO. All policies shall be in insurance company authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of SWBNO. The Consultant and/or their insurer shall notify the Risk Manager of SWBNO at least thirty (30) days in advance of any insurance coverage to be cancelled or of any insurance coverage that will expire. The Consultant shall simultaneously furnish the SWBNO evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In event the Consultant fails to submit this evidence of new coverage five (5) days prior to the cancellation date or expiration date of any policy or policies, the SWBNO will obtain the required coverage to become effective on the date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of the Consultant and any expenditures incurred by SWBNO for this coverage will be deducted from any balance due to the Consultant.

- B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status. **The Consultant will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as “Additional Insureds” on the CGL policy with respect to liability arising out of the performance of this agreement.**

General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).



The Certificate of Insurance, as evidence of all required coverage, should name the Sewerage and Water Board of New Orleans Risk Manager and the City of New Orleans Risk Manager as Certificate holders and be delivered via U.S. Mail to 625 St. Joseph St., Room 119, New Orleans, LA 70165 and 1300 Perdido Street, 9E06—City Hall, New Orleans, LA 70112 respectively.

- ii. Primary Coverage. For any claims related to this contract, **the Consultant's insurance coverage shall be primary** insurance as respects SWBNO, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SWBNO shall be non-contributing to the Consultant's coverage.
  - iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Consultant must purchase "extended reporting" coverage for minimum of 5 years after the termination of this agreement
  - iv. Waiver of Subrogation. **The Consultant and its insurers agree to waive any right of subrogation** which any insurer may acquire against SWBNO by virtue of the payment of any loss under insurance required by this contract.
  - v. Notice of Cancellation. Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to SWBNO of no less than 60 days.**
  - vi. Acceptability of Insurers. Insurance is to be placed with **insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A:VII**, unless otherwise acceptable to SWBNO's Risk Manager.
2. The Consultant will provide SWBNO's Risk Manager (at Attn: Risk Manager, 625 St. Joseph St., Room 119, New Orleans Louisiana 70165) and the City of New Orleans Risk Manager (at Attn: Risk Manager, 1300 Perdido Street, 9E06 City Hall, New Orleans, LA 70112) within 10 calendar days of the Effective Date and at any other time at the SWBNO's request the following documents:
- a. Proof of coverage for each policy of insurance required by this Agreement;
  - b. Copy of the fully executed Agreement;
  - c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
  - d. Statements disclosing any policy aggregate limit.
3. Without notice from the SWBNO, the Consultant will:

- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- b. Substitute insurance coverage acceptable to SWBNO within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and,
- c. Notify SWBNO's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement and provide proof of reinstatement or acceptable substitution prior to such non-renewal, cancellation, or reduction in coverage or limits.

#### **20-01     INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to loss of property, life or personal injury during the performance of this contract, growing out of resulting from or by reason of any act or omission by the Vendor, Their agents or employees.

The Vendor shall further indemnify and hold the Board harmless from any and all claims and liens for labor, services or material furnished to the Vendor in connection with the performance of this contract.

Limitations by statute as to Worker's Compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

#### **20-02     WORKER'S COMPENSATION**

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA R.S. 23:1021(6), that its' employees shall not be considered employees of the Board for Worker's Compensation coverage and that the Board shall not be liable to the Vendor or its employees for any Worker's Compensation benefits or coverage.

#### **20-03     EXCLUSON OF UNEMPLOYMENT COMPENSATION COVERAGE**

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA R.S. 23:1472 (12) (E), that neither the vendor nor any one employed by the vendor shall be considered an employee or the Board for the purpose of unemployment compensation coverage.

## **21) SAFETY ORIENTATION NOTICE**

### **21-01 WELCOME**

We welcome you to the S & WB and request your assistance in maintaining our Safety Standards. For the safety of yourself and everyone working at the S&WB, you are asked to observe the following safety precautions. When this notice has been read thoroughly, a senior representative of your company is required to distribute this information to all employees who will be affected. You may call The Risk Management Department at (504) 585-2252, or the Safety Unit at (504) 585-2253 if you have any questions.

### **21-02 BASIC**

1. Smoking will be allowed in designated areas only.
2. Horseplay, practical joking and fighting are positively prohibited.
3. The use or possession of illegal drugs or intoxicating beverages is strictly prohibited on all S&WB property.
4. Housekeeping is a must. We will keep our area safe and free from litter and expect you to do the same.
5. Handrails should always be used when going up and down ladders or stairs.
6. When working in confined spaces, the contractor must be in full compliance with (OSHA) Occupational Safety Health Administration Standard #29CFR 1910.146 at all times.  
  
Atmospheric conditions such as adequate ventilation, presence of oxygen and absence of explosive gases will be assured before working in voids, tanks, or other enclosed spaces.
7. Radios must be turned off.

### **21-03 EMERGENCY**

The S & WB's Emergency Response Plan is a document, which provides specific notification instructions to be followed in case of hazardous materials spills. The Board's Environmental Affairs office telephone number is (504) 942-3856, normal business hours are 7:30 a.m.– 4:00 p.m. The Board's 24-hour emergency line is (504) 529-2837, press option 1, 625 St. Joseph Street and (504) 865-0575 (Central Control Dispatcher, Carrollton Plant).

Since Board contracts are performed under various circumstances at various locations, prior to beginning any work, the contractor should consult with the Board employee who is responsible for monitoring the contract in order to establish the most effective procedures for handling emergencies. The Risk Management Department or the Safety Unit are available for advice in these matters at the above phone numbers.

#### **21-04     TRANSPORTATION**

Warning signals and lights shall be used as follows:

1.     Rotating beacons shall be used if your vehicle is so equipped.
2.     Tail lights/emergency flashers shall be used.
3.     Orange reflector type safety cones shall be placed to give other motorist warning.
4.     If vehicle is moving, backing, or parking proper traffic control shall be exercised.

#### **21-05     PROTECTIVE CLOTHING AND EQUIPMENT**

All personnel who are exposed to eye hazards will wear safety glasses. Hard hats will be worn at all times while an employee is in the immediate vicinity of overhead hazards or while operating heavy equipment without a Rollover Protection Device.

Protective clothing and equipment such as rubber aprons and gloves, eye and face protection, approved respirators or dust masks will be worn when handling all harmful chemicals.

#### **21-06     REPORTING**

Defective equipment, machinery, hazardous conditions, or unsafe work practices or conditions shall be reported immediately to your Supervisor/Foreman who will then contact proper S&WB personnel for corrections.

All injuries will be reported to the Risk Manager, (504) 585-2252 or to the Safety Unit, (504) 585-2253, regardless of how minor an injury may seem. S&WB employees may hold safety meetings to discuss and promote safe working conditions and accident prevention(s) which you may be asked to attend.

## **21-07      WORKSMART**

Stay alert at all times; know what is going on around you. Know the safe operating procedures concerned with your assigned duties. When your duties may influence the Safety of Board Employees, notify the employees and their supervisors first.

Vendor/Contractors shall at all times demonstrate strict compliance with a Federal, State and Local regulations regarding safety, including but not limited to all relevant D.E.Q. (Department of Environmental Quality), D.O.T. (Department of Transportation), E.P.A. (Environmental Protection Agency), and O.S.H.A. (Occupational Safety Health Act) regulations.

The Vendor/Contractor will at the request of the Risk Manager and Senior Safety Engineer remove any of his employees found to be creating or contributing to unsafe conditions.

The following items are not allowed on any Sewerage and Water Board Facility or jobsite:

- Firearms and Ammunition
- Alcohol and Illegal Drugs

## **22) DRUG - FREE WORK PLACE POLICY** **CONTRACTOR REQUIREMENTS**

### **22-01      STATEMENT OF POLICY**

It is the policy of the Sewerage and Water Board of New Orleans that all work places associated with its operation, maintenance, improvements, and expansion be kept drug free. In order to insure this, the Sewerage and Water Board has approved the following drug testing policy to be implemented on this contract.

### **22-02      NOTICE**

The contractor shall notify all personnel to be employed on this contract that they must submit to drug testing upon the occurrence of any accident, injury, or unsafe and hazardous incident, which involves them. Agreement to submit to such drug testing shall be required for the employment of all personnel under this contract.

### **22-03      PENALTIES**

Any employee who refuses to agree to testing under this policy or who refuses to be drug tested after the occurrence of any accident, injury or unsafe and hazardous incident which involves them, or who fails to report any such accident, injury or incident within twenty-four (24) hours of its occurrence, shall be in violation of Section 23-01 and 23-02 of the Sewerage and Water Board of New Orleans Drug Free Work Place Policy as outlined in Section.

Any personnel found to have a positive test result after their conformational testing shall be in violation of Section 23-01 and 23-02 of the Sewerage and Water Board of New Orleans Drug Place Policy and shall be removed by the contractor from work under this contract and any other Board contract.

**22-04      TESTING PROCEDURE**

The contractor shall while performing this contract, require any of its employees who are involved in an accident, injury or unsafe and hazardous incident while in the course and scope of their employment, whether vehicular or non-vehicular in nature, to be tested for blood alcohol or drug levels through a laboratory approved by the National Institute for Drug Abuse. Said employee shall provide a testing sample as soon as possible after such accident, injury or incident, but no longer than twenty-four (24) hours from the time of the occurrence. The contractor shall provide copies of the results of the initial testing on the samples involved to the Risk Manager of the Sewerage and Water Board of New Orleans as soon as such results are known. If the initial testing reveals a positive result, the contractor shall forward the remainder of the original testing sample to a second, conformational testing. The Sewerage and Water Board of New Orleans shall consider any result to be positive if it indicates any level which exceeds the levels set forth as follows:

- 22-05**      If the initial drug test is negative, there shall be no confirmation test. The initial testing shall use as immunoassay which meets the requirements of the food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine usage of these drugs or classes of drugs:

**Initial Test Level (ng/ml)**

Marijuana metabolite	50
Cocaine metabolites	300
Morphine/codeine	300
Phencyclidine	25
Amphetamines/Methamphetamines	1000
Alcohol/ethanol	.05 gram %/ml

1. These test levels are subject to change by the Office of Worker's Compensation, as advances in technology or other considerations may permit identification and quantification of these substances at lower concentrations.
2. The laboratory will use scientifically accepted initial cutoff levels when screening specimens for other drugs in 21 U.S.C. 812, Schedules I, II, III, IV and V.
3. Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for the detection of specific drugs of special concern. These methods are thin layer, high pressure liquid, and/or gas chromatography.

Alternate initial test methods and testing levels shall be submitted for written approval to the director of the office of Workers' Compensation, or their designee.

## **22-06      CONFIRMATORY TEST**

All specimens identified as positive on the initial test shall be confirmed using gas chromatography for alcohol (ethanol) and gas chromatography/mass spectrometry (GC/MS) techniques for drugs in 21 U.S.C. 812, Schedules I, II, III, IV and V at the cutoff values:

<b>Confirmatory Test Level (ng/ml)</b>	
Marijuana metabolites*	10
Cocaine metabolites**	150
Morphine, Codeine	150
Phencyclidine	25
Amphetamines	300

\*      **Delta-9-Tetrahydrocannabinol –9-Carboxylic Acid**  
\*      **Benzoyllecgonine**

The contractor shall choose the laboratory to be used for drug testing, and shall identify such laboratory to the Risk Manager of the Sewerage and Water Board prior to receiving approval to start work. All laboratories shall be approved by the National Institute for Drug Abuse. The contractor shall notify the Board's Risk Manager immediately of the results of any conformational testing.

The Contractor's Senior Project Superintendent working in consultation and conjunction with the Board's Risk Manager and the Board's Engineer, shall determine whether an accident, injury, unsafe or hazardous incident occurred. The Safety Department of the Sewerage and Water Board reserves the right to investigate any such matter and make a complete report to the Executive Director of the Sewerage and Water Board whose decision shall be final.

The Sewerage and Water Board shall not be liable for any cause of action of any employee of the contractor brought against the contractor as a result of this policy. The Sewerage and Water Board shall not be liable for the contractor's failure to stipulate adherence to the terms and conditions of this drug testing policy as a condition of employment of any employee on this contract.

The Board shall not release the contractor from their responsibilities under the policy unless failure to adhere to the conditions of this policy shall be a direct result of any action taken by the Board.

These requirements shall be acknowledged by signature of the contractor's authorized representative in the space provided in the "Form of Proposal."

**23) DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM**

- 23-01** It is the policy of the Board to encourage all vendors/contractors to identify and use S&WB certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Contractors agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board’s website at [www.swbno.org](http://www.swbno.org) or link to [https://www.swbno.org/business\\_disadvantagebusinessprogram.asp](https://www.swbno.org/business_disadvantagebusinessprogram.asp)

**23-02 ACCESS TO APPROVED VENDOR LISTS**

“The current listings of Vendors approved by the Sewerage and Water Board are available for use by the bidders on the Sewerage and Water external Website, [WWW.SWBNO.ORG/](http://WWW.SWBNO.ORG/)



## **24) SPECIFICATIONS**

**24-01** Ten (10) lb. boxes of #1 All White Cotton Table Cloths, Napkins, Sheets, and T-Shirt Rags Only. These rags must be absorbent and must not contain BUTTONS, ZIPPERS, SNAPS, etc. The rags shall weigh between 2 (two) and 8 (eight) ounces per square yard (average 5 ounces). LACE, SILK, DENIM and POLYESTER like materials will not be accepted.

**24-02** One hundred sheets (100) of All Purpose Rag Wipers per bag. Sontara is a bulky, soft, strong, conformable, lightweight sheet made of hydraulically interlaced fibers with no chemical or thermal bonding. Sontara represents state-of-the-art in non-woven structures.

### **24-03 AWARD OF CONTRACT**

The Sewerage and Water Board of New Orleans specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, and to accept the bid which is in the best interest of the Sewerage and Water Board of New Orleans, and to reject all proposals if that is in the best interest of Sewerage and Water Board of New Orleans.

### **24-04 CONTRACT PERIOD**

The original contract period shall be one (1) year from Notice to Proceed.

### **24-05 RENEWAL OPTION**

The unit prices bid and contracted shall cover the requirements of the Sewerage and Water Board of New Orleans for a period of one (1) year with an additional two (2) one (1) year renewal options not to exceed a total of three (3) years if exercised by the Board. The renewal options would be in one (1) year increments with all terms, conditions and prices of the original specifications remaining unchanged during the renewal terms.

**The Contractor shall advise the Board in writing, no less than ninety (90) days prior to the contract expiration date regarding his intention concerning renewal of the contract.**

Price adjustments will be made in accordance with the percentage change in the U.S. Bureau of Labor Statistics Producer Price Index (PPI) for commodity\_\_\_\_\_.

The percentage difference between the PPI issued for the contract effective month and year, and the PPI issued for the month prior to the request will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustment will be allowed. Only final PPI data will be used to adjust contract pricing. SWBNO may request decrease of prices under the same terms and conditions.

Upon the expiration of the initial contract term or any contract extension, the vendor will continue to supply the product or services under the same terms and conditions from the expired contract date on a month to month basis until receiving a 30 day written notice of termination.

**24-06** Vendors must agree to maintain a sufficient stock of fifty (50) boxes of Item No. 1 and twenty-five (25) bags of item No. 2 to allow for delivery to the various locations within three (3) days from receipt of individual orders.

**If, in the event the specified product (s) as per the approved sample become (s) unavailable, the Sewerage and Water Board reserves the right to procure same or equal product from and alternate source.**

**24-07** A five (5) pound sample of the product to be supplied during the contract period must be submitted five (5) days before the bid date. The sample shall be submitted to the Warehouse & Supplies Manager or his representative at Sewerage and Water Board's Central Yard Warehouse location, 2900 Peoples Ave., New Orleans, La. 70122. Samples shall not be accepted after the deadline. **Failure to submit the required sample shall render the bid informal. The Warehouse & Supplies Manager's decision on the approval or rejection of the sample is final.**

**24-08 BID PRICE**

The bid price shall be figured F.O.B. to various Sewerage and Water Board locations throughout the city including Algiers.

**24-09 DELIVERY**

Delivery shall be to various Sewerage and Water Board locations throughout the city including Algiers.

**24-10 TIME OF DELIVERY**

\_\_\_\_\_ agrees to deliver the amounts they will be required to stock as specified in the Proposal within three (3) working days after receipt of release order from S&WB Warehouse Manager or their representative.

**24-11** The quantities given in the Form of Proposal are estimated and the successful bidder must supply all items at their respective bid price (s) whether the total of such requirements be more or less than the quantities given in the form of the proposal. **The Board reserves the right to purchase only such items and in such quantities as it may require during the contract period.**

**24-12** The name of a certain brand, make, manufacturer or definite specification is used only to denote the quality standard of product desired and that the bidder is not restricted to a specific brand, make, manufacturer or specification named but that the brand, make, manufacturer or definite specification is used only to set forth and convey to prospective bidders the general style, type, character and quality of product desired and that equivalent products will be acceptable.

**24-13** Any contract between the Sewerage and Water Board of New Orleans and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be absolutely null and shall be void and unenforceable as contrary to public policy. Any person whose conviction causes the nullity of the contract as provided shall be responsible for payment of all cost, attorneys' fees, and damages incurred in the rebidding of the contract.

**25) VOLUNTARY EXTENSIONS OF THE AWARD**

If this bid is determined to be the lowest responsive and responsible bid, Bidder agrees to bid extensions of the award date by up to two (2) thirty-day periods in accordance with the provisions of Louisiana Revised State, Title 38, Section 2215.

**AGREED:**

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**NAME OF BIDDER  
(TYPE OR PRINT)**

---

**SIGNATURE OF BIDDER**

---

**COMPANY NAME**

26) PROPOSAL

**26-01 MADE BY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**DATE** \_\_\_\_\_

**26-02** \_\_\_\_\_ have carefully examined the above specifications and do hereby agree, should our proposal be accepted, to furnish and deliver the #1 All Purpose Rag Wipers as called in the foregoing specifications at the following price which is written in words and figures as follows:

**ITEM NO. 1**

3000 boxes 10 lbs. Each box #1 All White Cotton Rag Wipers (Table cloths, Napkins, Sheets, and T-Shirt Rags Only). Commodity Code No. 73560720903.

FOR THE UNIT PRICE OF \_\_\_\_\_  
PER CASE DOLLARS

(\$ \_\_\_\_\_) TOTAL PRICE \$ \_\_\_\_\_

**ITEM NO. 2**

100 bags 100 Sheets each bag 12" X 24" # 1 All Purpose Rag Wipers.  
Commodity Code No. 73560421224.

FOR THE UNIT PRICE OF \_\_\_\_\_  
PER BAG DOLLARS

(\$ \_\_\_\_\_) TOTAL PRICE \$ \_\_\_\_\_

**26-03 TOTAL LUMP SUM FOR COMPARISON OF PROPOSAL \$** \_\_\_\_\_

**Note:** Rags shall be ordered on an as needed basis only!

**27) SIGNATURE OF BIDDER \_\_\_\_\_**

\_\_\_\_\_ have carefully examined the foregoing specifications and associated contract drawings and do hereby agree that should our proposal be accepted, to furnish all materials and equipment as specified, and in the manner as set forth herein.

\_\_\_\_\_ (have/have not) taken exception to these specifications. If exceptions have been taken, either list them on the "Remarks" section, or include a written description of them on company letterhead signed by Bidder.

\_\_\_\_\_ hereby certify that \_\_\_\_\_ gave received, read, and understand the S&WB Safety Orientation Notice & Drug Free Policy and will comply with all provisions thereof, and will deliver the equipment and or services as specified herein at the quoted price and delivery time quoted.

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**SIGNATURE**

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**PLEASE PRINT FULL NAME**

---

**TITLE**

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, & ZIP CODE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**(NORMAL)**

**(WEEKENDS – HOLIDAYS)**

**REMARKS:** \_\_\_\_\_

**28) ADDENDA:**

The above signed acknowledges receipt of the following addenda:

**NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_

**NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_

**NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_

**NO.** \_\_\_\_\_ **DATED** \_\_\_\_\_

**AFFIDAVIT  
STATE OF LOUISIANA  
PARISH OF ORLEANS**

**AFFIDAVIT**

**BEFORE ME**, the undersigned authority, duly commissioned and qualified and sworn in and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_ who after being duly sworn, did depose and say as follows:

1. He/she is the \_\_\_\_\_ (title) of \_\_\_\_\_ (company);
2. He/she has not been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office.
3. The contracting entity, person or corporation whose principal(s), member(s), and /or Officer(s) have, within the preceding 5 years, not been convicted or plead guilty to, a felony under state or federal statutes, for embezzlement, theft of public funds, bribery, falsification or destruction of public records; (City Code Section 2-8)
4. The following is a list of individual partners, incorporators, directors, managers, officers, organizers, or members who have a minimum ten percent interest ownership interest in the bidding entity:  
\_\_\_\_\_(name) \_\_\_\_\_(name)  
\_\_\_\_\_(name) \_\_\_\_\_(name)  
\_\_\_\_\_(name) \_\_\_\_\_(name)

5. No other persons hold an ownership interest in the bidding entity via a counter letter.
  6. None of the above-named individual partners, incorporators, directors, managers, officers, organizers, or members, who has a minimum ten percent interest ownership in the bidding entity, been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractor's misapplication of payments, malfeasance in office.
  7. He/she is not delinquent on any taxes owed the City of New Orleans or fees/charges to the Sewerage and Water Board. (City Code Section 2-8)
- The following sections apply only to Public Works Contracts:
8. In accord with LA Revised Statute 38:2212.10 the entity represented herein is registered and participates in the "Status verification system" of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a), known as the "E-Verify" program to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
  9. The entity represented herein shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
  10. The entity represented herein shall require all subcontractors to submit to the contractor a sworn affidavit verifying compliance with the Status verification system.

**WITNESSES:**

\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.**

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
**(Print Notary Name and Notary Id. No. or Bar Roll No.)**